

3º Workshop AGEPOR

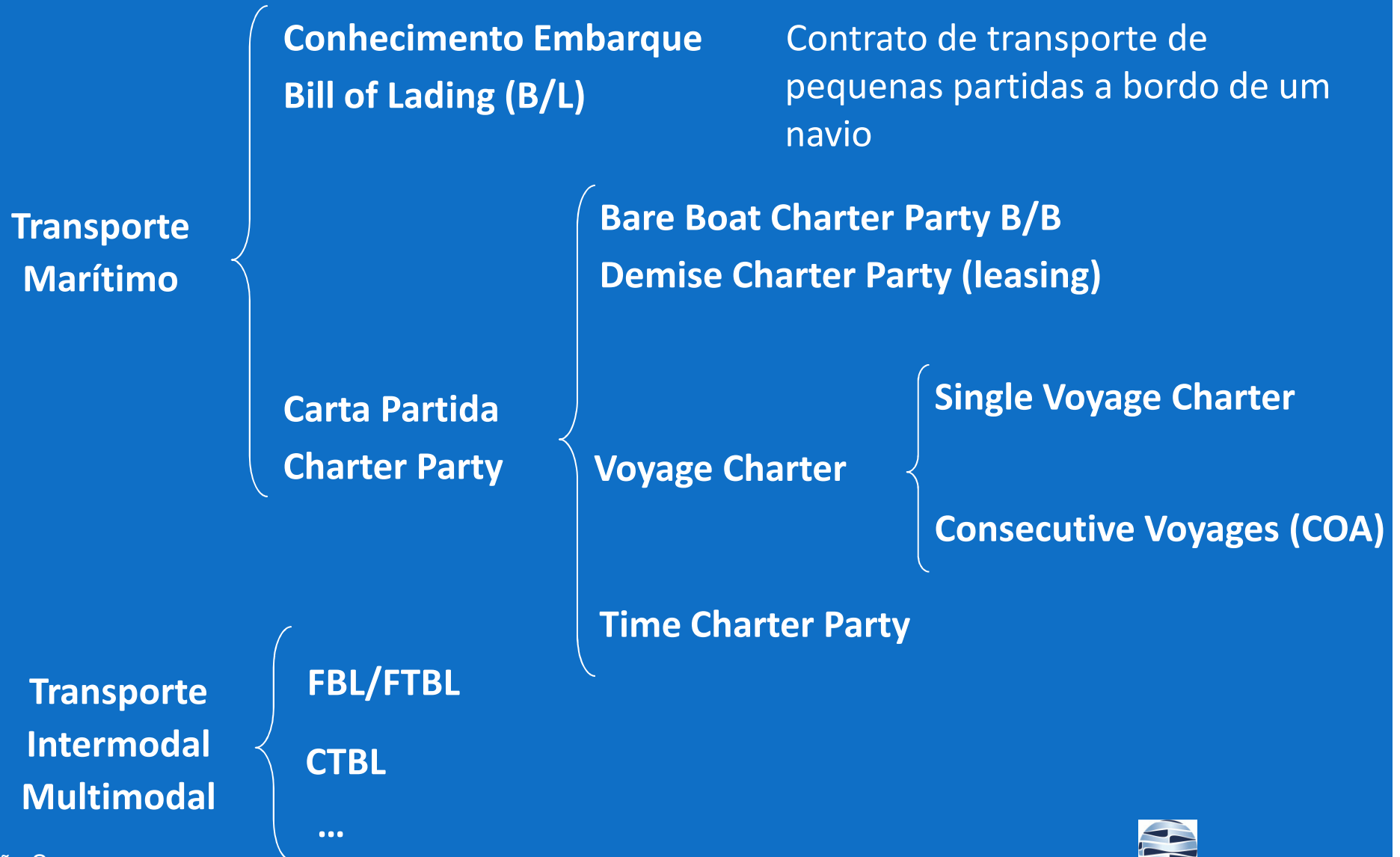
Os Contratos de Transporte



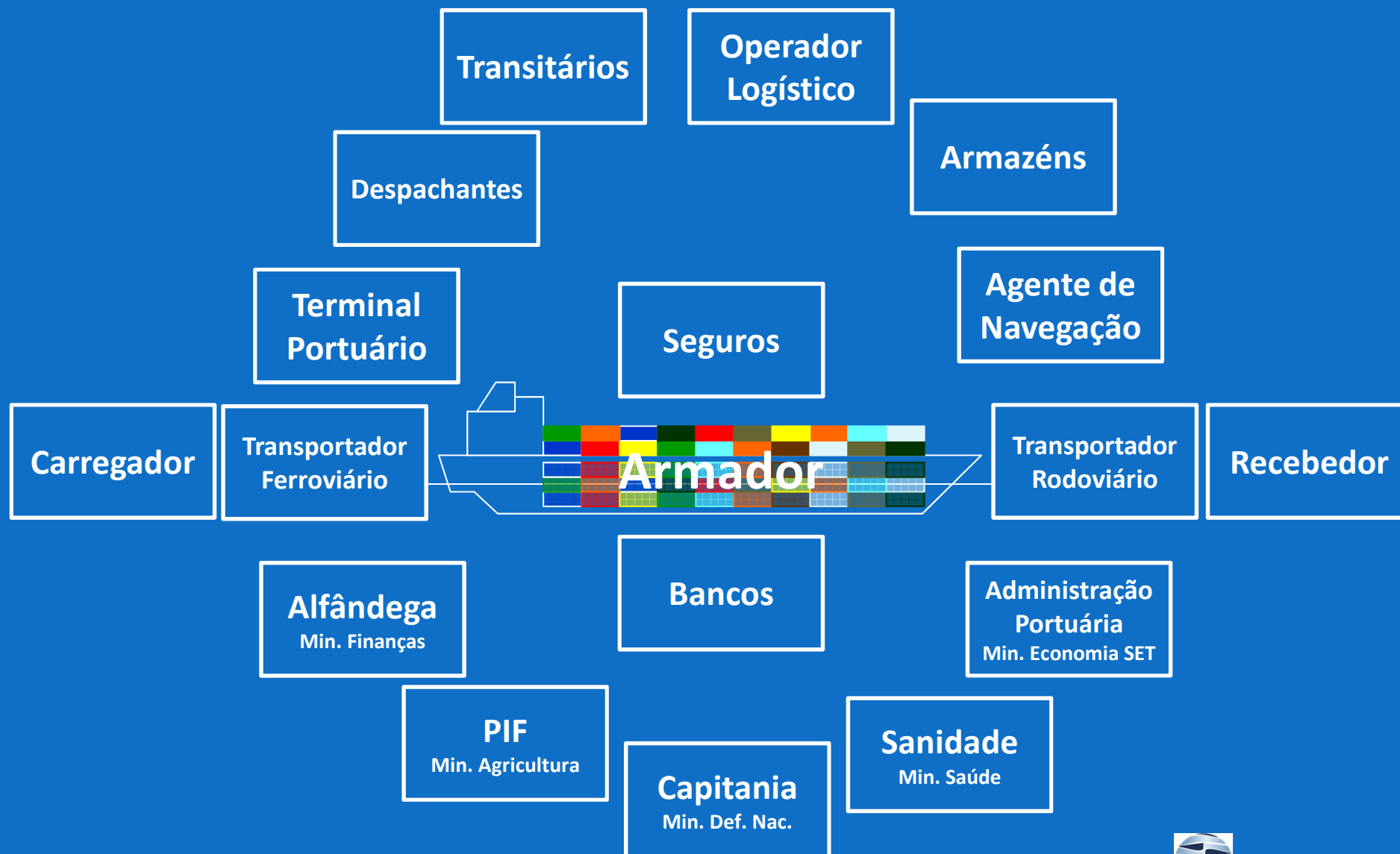
AGEPOR

Setúbal, 27/09/2013

Contratos de Transporte



Os vários intervenientes na Linha Regular



BL

João Soares

Carregador:			
Consignatário:			
Endereço a notificar (sem qualquer compromisso de notificação por parte dos Armadores, de outros transportadores e / ou seus Agentes respectivamente):			
CONHECIMENTO DE EMBARQUE N.º			
Navio:	Porto de carga:	Frete pagável em:	Número de conhecimentos originais:
Viagem:	Porto de destino:	INFORMAÇÕES PRESTADAS PELO CARREGADOR	
Marcas e números	Quantidade e qualidade de volumes: conteúdo	Peso Bruto Kgs.	Medição m³
Frete e adicionais		CÓPIA NÃO NEGOCIÁVEL	
Frete:			<p>CARREGADO a bordo em aparente boa ordem e condição, sendo o peso, a medição, as marcas, os números, a qualidade, o conteúdo e o valor desconhecidos para o transportador, para entrega no porto de descarga ou tão próximo dele quanto o navio possa, com segurança, ir e permanecer sempre a flutuar, na mesma boa ordem e condição no atrás referido porto aos Consignatários ou seus Cessionários, pagando o comerciante o frete conforme a nota na margem mais as despesas incididas, de acordo com as disposições deste conhecimento de embarque.</p> <p> Ao aceitar este conhecimento, o Carregador expressamente aceita e concorda com todas as suas estipulações em ambas as páginas, quer escritas, impressas, carimbadas ou de outro modo incorporadas, tão completamente como se estivessem assinadas todos pelo Carregador.</p> <p>Um original do conhecimento de embarque deve ser apresentado, devidamente endossado, em troca das mercadorias ou da ordem de entrega.</p> <p>Como testemunho do presente, o Comandante do referido navio assinou o número de conhecimentos originais indicados acima, todos com este teor e data, dos quais, tendo sido dado cumprimento a um, todos os outros se tornam sem valor.</p> <p style="text-align: right;">(Ver restantes condições contidas no reverso)</p>
EPCCR:			
Impresso:			
Taxa de Porto:			
TOTAL			
O CARREGADOR			
O selo de recibo é pago por meio de guala, conforme despacho publicado no «Diário da República»			

MUTUALISTA AÇOREANA de Transportes Marítimos, SA, Soc. Anónima, Contribuinte N.º 512 000 743, com sede no Largo de Vasco Bensaude 13, em Ponta Delgada, Matriculada no Registo Predial e de Automóveis de Ponta Delgada sob o N.º 84, fls. 86 do Livro C, com o capital de 650.000 Euros

1.ª - O contrato de transporte definido por este conhecimento rege-se pelo Decreto n.º 37 748 de 1.2.50 e pelas disposições da Convenção de Bruxelas de 25.8.24 por aquele integrado no direito português e pelo Decreto-Lei n.º 325/85, de 21 de Outubro, e a lei assim especificada, actuará como se fizesse parte integrante do conhecimento e com prevalência sobre este, isto é, nenhuma das cláusulas no conhecimento poderá derogar ou restringir direitos ou imputações legais do armador ou aumentar obrigações ou responsabilidades legais do armador. Qualquer frase eventualmente em oposição à lei nele incluída por força desta cláusula será nula e de nenhum efeito até onde a oposição se manifestar mas não para além disso.

Tendo em consideração as particularidades de alguns portos insulares, o carregador deve tomar as medidas necessárias para que o recebedor tenha conta de qualquer perda logo após a sua descarga nesses portos.

2.ª - Nenhuma reclamação será aceita pela Empresa quando seja declinável pela letra do presente conhecimento e ou não esteja nos termos da Convenção Internacional em vigor, aplicável aos conhecimentos de carga. O valor que faz feio para as indemnizações, é o declarado no despacho aduaneiro e sem inclusão de qualquer importância para resgatar direitos ou imputações legais do armador ou aumentar obrigações de procedência estrangeira, e valor atenuável é o da factura consular e nas mesmas condições de limite havendo câmbio a considerar na indemnização, esse câmbio será o da data da chegada do navio ao porto de destino da mercadoria. Em nenhum caso se aceitarão reclamações por demoras ou atrasos na descarga ou entrega de mercadorias.

3.ª - O limite de responsabilidade do transportador por volume ou unidade de peso é de cem mil escudos, salvo em casos de títulos de transporte "ad valorem" e desde que, em tais casos, o título do conhecimento tenha pago o triplo da taxa normal de frete marítimo.

No caso das cargas transportadas a granel fica convencionado, para efeitos do parágrafo 5 do Artigo 4.º da Convenção de Bruxelas e demais legislação portuguesa, que o volume ou unidade, tratando-se de vinhos ou quaisquer outras cargas a granel, é a centena de hectolitros. Tratando-se de cargas sólidas a granel, o volume ou unidade de peso é a centena de toneladas de carga.

4.ª - Entre a Empresa e os carregadores fica normalmente estabelecido com o único conteúdo, com expressa renúncia a qualquer outro, o foro da comarca de Lisboa para todas as questões emergentes deste contrato.

5.ª - O Capitão tem a liberdade de navegar com ou sem piloto, suprimir, aumentar ou alterar o número de escalas ordinárias ou anuais, retroceder, desviar-se de sua rota quando isso possa, no seu juízo de prudência, ser necessário para a segurança da viagem, para a segurança da propriedade, vida, saúde, bem-estar ou do restante equipagem, importar a segurança da propriedade, vida, saúde, bem-estar ou do restante equipagem, importar a segurança da propriedade, vida, saúde, bem-estar ou do restante equipagem, e pelo estado do mar e tempo, medidas sanitárias, bloqueio, revolução ou rebelião, e para receber ou desembarcar passageiros, mercadorias, combustíveis ou mantimentos, ser rebocado, dar rebuque e prestar auxílio a qualquer navio, ou por circunstâncias imprevistas, entrar com o navio em águas de qualquer país ou porto, e em qualquer caso, sem responsabilidade alguma para a Empresa pelos riscos, de prejuízos de demora ou outros que daí resultarem.

6.ª - Na hipótese de qualquer porto não se encontrar acessível, seja pelo estado do mar, medidas sanitárias, quarentenas, tumultos, greves ou qualquer circunstância, o capitão tem a liberdade de descarregar as mercadorias no regresso, no porto mais próximo ou no lugar que ele entender conveniente, ou mesmo reconduzi-las à procedência, por conta e a todos os riscos do carregador ou consignatário. No caso de quaisquer volumes não se receberem reclamações a bordo no porto de destino, sendo descarregados quando o navio ali voltar ou desembarcados em outro porto e remetidos, se possível for, à costa da Empresa ou seu navio voltar ou de outra entidade, mas sem responsabilidade pelas consequências da demora ou perda, em caso de abalço, incêndio, naufrágio ou qualquer outro acidente. A descarga em qualquer destes casos representa para todos os efeitos o cumprimento do contrato sem reservas de qualquer natureza.

7.ª - É expressamente proibido o embarque de matérias coráveis. Os volumes contendo artigos perigosos, só serão aceites no convés a risco do carregador, devendo indicar por foro, bem igualmente, o conteúdo. Os volumes que se encontram a bordo e não estão devidamente identificados, ou que são difusos, incompletos ou fracos, serão lançados ao mar e o carregador ou seu representante ficará responsável por todos os despejos, perdas e danos que causarem a perda, ao navio ou à carga. Os carregadores que embarcaram sem aviso prévio ou por declaração errada, qualquer género de artigos, ficam igualmente responsáveis por todas as consequências.

8.ª - A empresa reserva-se, por conveniência de serviço ou qualquer outra circunstância, o direito de proceder sem prévio ou posterior aviso, à baldeação das mercadorias para todos os seus navios ou de toda a companhia, sendo todas as operações que se realizarem a risco da fazenda. No caso de haver baldeação para qualquer transporte que não pertença à Empresa ou não seja por ela afiliado, a sua responsabilidade cessa com a entrega das mercadorias a esse transporte.

9.ª - São por conta do carregador ou consignatário, as multas ou outras despesas por falta de conteúdo de volumes, erros de marcas ou numerações, falta de observância dos regulamentos oficiais, mensagens de artigos, ou qualquer outra falta de observância de avaria grossa e as MULTAS POR FALTA DE DESPACHOS DE PROCEDÊNCIA OU POR VOLUMES NOS MESMOS MENCIONADOS A MAIS, ERROS DE MARCA E NUMERAÇÃO, CERTIFICADOS OU OUTRAS OBSERVAÇÕES NA REGULAMENTAÇÃO OFICIAL.

10.ª - A Empresa não responde pelo descumprimento de volumes que não tenham marca ou destino, nem tão pouco responde por avarias em estas declarações sem erradas, insuficientes, indistintas, ilegíveis ou confusas ou quando se tenham obtido.

11.ª - Os fretes são pagos antecipadamente e consideram-se vencidos, mesmo em caso de naufrágio, desde o momento do embarque, não podendo ser reclamados por motivos de força maior.

12.ª - A descarga será feita pela Empresa ou seus agentes, à custa e risco da fazenda e não depressa se entender deva efectuar-se, com a presença ou ausência dos interessados não importando que seja de dia ou de noite, domingo ou feriado, não sendo a Empresa responsável por furtos, roubos, incêndios, inundações ou quaisquer outros riscos ou prejuízos sofridos pelas mercadorias durante a sua permanência nos armazéns, murais ou outros locais onde se encontrarem.

13.ª - Toda e qualquer reclamação por falta ou avaria deve ser apresentada por escrito, devidamente justificada, ao capitão, à Empresa ou aos seus agentes no ato do levantamento da mercadoria se o dano for visível e no prazo de três dias se for oculto.

14.ª - As avarias grossas serão reguladas em Lisboa ou onde a Empresa convier a diligência desta, em conformidade com as regras York - Antuérpia de 1924.

O carregador ou recebedor compromete-se em caso de avaria grossa a declarar o valor real da mercadoria e a não levantá-la sem assinar o compromisso usual para a regulação e sem depositar a contribuição provisória que for estabelecida.

15.ª - O navio é estanho e quanto possa ser reclamado a respeito de carga cujo despacho é feito sobre água.

Mesmo no caso de haver compromisso ou pacto para a entrega das mercadorias se efectuar para embarcações de conta dos donos da fazenda, é reservado ao navio o direito de efectuar a descarga para embarcações estranhas ou qualquer outro local desde que se reconheça ser assim necessário para a brevidade do despacho do navio ou circunstância de força maior, ficando toda a fazenda às disposições dos resultantes, comendo todas as operações a risco da fazenda.

16.ª - O carregador ou consignatário fica RESPONSÁVEL PELO TRÍPLIO DA DIFERENÇA DO FRETE, proveniente de declarações insuficientes ou inexatas do conteúdo, peso ou medida que sejam verificadas no porto de embarque ou no do destino. A Empresa tem o direito de proceder como julgar conveniente para se convencer da veracidade de toda e qualquer declaração que seja feita, ficando todos as despesas a cargo do carregador ou consignatário, quando se descobrir que houve erro ou fraude.

17.ª - Nos termos da lei vigente, o transportador tem o direito de cobrar a venda das mercadorias cujo frete, descarga ou diferença consista conforme a cláusula anterior, estejam por liquidar, ou para pagamento de multas, prejuízos, regulação de avarias, despesas de quarentena ou quaisquer compromissos a que os donos da fazenda fiquem obrigados pelo presente conhecimento ou por declaração separada. Todos os prejuízos e perdas resultantes da venda são estranhos à Empresa transportadora.

18.ª - O transportador não responde em caso algum pelas demoras das embarcações aguardando o embarque ou descarga em qualquer porto seguro e conveniente.

19.ª - Conteúdos, pesos, medidas, qualidades, valores, marcas e numerações são consideradas declarações unilaterais do carregador, não sendo portanto a Empresa responsável pela obrigação que lhe foi feita no presente conhecimento nem pelas declarações que se alegeem terem sido feitas verdadeiramente.

20.ª - CARGA NO CONVÉS - no caso de mercadorias no convés, quer elas sejam obrigatoriamente ali transportadas quer o sejam com autorização do carregador, qualquer eventual responsabilidade do transportador só pode ser aceita no caso de culpa evidente, dentro e nos mesmos limites legais estabelecidos no Decreto-Lei 325/85, de 21 de Outubro e pelas demais condições constantes deste conhecimento de embarque.

21.ª - ANIMAIS VIVOS E PLANTAS - O transportador não é responsável por perda, morte, ou qualquer sinistro que ao embarque, desembarque ou no decurso da viagem possam sofrer os animais que transporta. O transportador não responde igualmente pela conservação e estado das plantas que transporta, seja qual for o modo como se apresentem.

22.ª - CARGA FRIGORÍFICA - Pelo presente contrato fica acordado que o armador tomará as diligências necessárias para manter o navio em boas condições de navegabilidade, devidamente equipado e apetrechado, não sendo o navio responsável, nem os seus agentes ou tripulantes, em qualquer circunstância, por avarias nas máquinas ou camisas frigoríficas resultantes de um caso fortuito. O carregador obriga-se a indicar a temperatura adequada à mercadoria durante o transporte.

23.ª - As mercadorias líquidas a granel serão carregadas aos cuidados, despesas, riscos e perigos da mercadoria. O carregador terá, em geral, a liberdade de utilizar as bombas e encanamentos do navio sem que esta facilidade possa trazer qualquer responsabilidade para o navio.

Os tanques serão postos à disposição do carregador para a inspeção do seu estado de limpeza antes do início do carregamento. Se os inspetores do carregador após a inspeção efectuada nos tanques, certificarem que estes estão limpos em condições que permitam o embarque da carga líquida referida no conhecimento, o certificado por eles assinado tem o carácter de prova de que o navio está em condições de limpeza para a recepção e transporte das mercadorias líquidas mencionadas no referido conhecimento. Se o carregador tiver alguma dúvida sobre a limpeza dos tanques, poderá recorrer ao capitão ou ao representante do Capitão ou outro representante do transportador, para recepção e transporte de mercadorias, passando pelo Capitão ou outro representante do transportador, será conclusiva evidência em todo o tempo do seu período estado de limpeza para a recepção e transporte de mercadorias.

O Capitão ou outro representante do navio deverá a pedido do carregador apresentar um certificado confirmando a perfeita estanqueidade dos tanques e seus encanamentos e que os mesmos tanques se encontram a todos os títulos em perfeitas condições técnicas para a recepção e transporte das mercadorias líquidas constantes do conhecimento. Se o carregador tiver carregado as mercadorias líquidas constantes do conhecimento sem ter usado o direito de verificação do Certificado de estanqueidade, o embarque das mercadorias será conclusiva evidência em todo o tempo de que os tanques do navio e seus encanamentos estavam em perfeitas condições técnicas para a recepção e transporte das mercadorias.

O volume das cisternas indicado pelo conhecimento é presumido como exato mas sem qualquer garantia nem responsabilidade.

O carregador deve antes do embarque fornecer ao Capitão, por escrito, as necessárias informações técnicas referentes ao embarque, transporte e descarga das cargas líquidas, como sejam, ponto de inflamação, cor, temperatura ao embarque, à descarga e durante o transporte e variação máxima admissível das mesmas, toxicidade, nocividade, corrosividade, densidade, viscosidade e propriedades especiais fora do normal com referência ao seu manuseamento para permitir ao Capitão não só calcular as quantidades que poderá receber em cada tanque, como também tomar as medidas que se impoem à vigilância da contigência do carregamento, transporte e descarga.

As únicas avarias, em todos os casos, que serão válidas perante o transportador serão aquelas que foram lidas em presença do Capitão ou seu representante depois de terminado o carregamento e antes do começo da descarga.

A entrega total das mercadorias líquidas transportadas nos tanques é satisfação plena das totalidades embarcadas.

A obrigação assumida com este conhecimento de embarque será cumprida pela total entrega no destino dos tanques cheios até ao mesmo nível, conforme provado antes da saída, tomando em devida consideração quaisquer diferenças de temperatura e/ou estiva à chegada, latas naturais.

O frete é devido pelo peso e calculado com base na capacidade total dos tanques carregados (além que não estejam cheios) e na densidade real dos líquidos. Para o efeito se declara que o vinho de mesa tem densidade igual a 1.

C O N T E N T O R E S

24.ª - As mercadorias podem ser estivadas pelo transportador por meio de contentores ou outros meios similares para consolidar cargas.

25.ª - Os carregadores deverão inspecionar o estado dos contentores antes do seu enchimento. A sua utilização é prova evidente que o contentor estava em boas condições.

26.ª - Os contentores, estivados pelo transportador ou por este recebidos já estivados, podem ser transportados no ou sob o convés. A recepção do conhecimento sem imediato protesto ou recomendação em contrário do carregador significa autorização para transporte no convés. Em qualquer dos casos aplicar-se-ão ao transporte as disposições da Convenção de Bruxelas de 25 de Agosto de 1924, nomeadamente no que se refere ao limite de responsabilidade do transportador, e, em caso de Avaria Grossa, as Regras de York - Antuérpia de 1924.

27.ª - Se o contentor não for propriedade do transportador, o carregador garante que o engenho é, na realidade, uma embalagem adequada ao transporte marítimo e, em todos os aspectos, preparada para o carregamento, estiva, transporte e descarga.

28.ª - Quando o carregamento e estiva da mercadoria do contentor forem efectuadas pelo carregador, este garante que o conteúdo do engenho foi correctamente estivado, travado e pesado. O transportador considera-se exonerado de qualquer responsabilidade no caso de perda ou dano da mercadoria resultante da maneira como o conteúdo foi embaldado ou estivado dentro do contentor ou por o conteúdo não se adequar ao transporte em contentor ou por o contentor não ser adequado. O carregador aceita, por este meio, em indemnizar o transportador de qualquer prejuízo que este possa sofrer devido à maneira como o conteúdo foi embaldado e/ou estivado no contentor ou por o contentor não ser adequado.

29.ª - Sujeito a reserva prévia de frete, o carregador deve proceder ao levantamento do contentor no local designado pelo transportador e entrega o carregado no caso do transportador para embarque. De modo idêntico, o consignatário será responsável pelo transporte do contentor a partir do cais de descarga e pela sua devolução em data e local designados pelo transportador.

Todos os encargos para além dos casos do transportador serão de conta da carga.

30.ª - Os carregadores, consignatários, recebedores ou seus representantes legítimos concordam assumir inteira responsabilidade segundo os termos da cláusula 30.ª a seguir mencionada e aceitam responsabilizar-se pela segurança dos contentores propriedade do transportador ou por esta alugados a terceiros, enquanto estiverem à sua guarda e até à sua devolução ao transportador. Os consignatários ou recebedores não se responsabilizam por danos ou prejuízos decorrentes dos contentores limpos e devidamente etiquetados e entregues em condições de sua propriedade, ou por si alugados a terceiros, aos carregadores ou seus legítimos representantes, estes dispõem de um prazo máximo de 7 dias, a contar da data de entrega, à excepção dos contentores-frigoríficos para os quais dispõem de um prazo máximo de 3 dias para proceder ao seu enchimento e entrega para embarque no navio transportador, fraco o qual os interessados nas cargas nele acondicionadas pagaram uma taxa de demora de 5 USD por contentor de 20' 7 USD por contentor de 40' e 25 USD por contentor frigorífico entregues, por cada dia ou fracção do dia que exceder aquele período.

Após o desembarque no navio transportador, no porto de destino, os consignatários, recebedores ou seus legítimos representantes dispõem de um prazo máximo de 7 dias, a contar da data da descarga do navio, à excepção dos contentores frigoríficos para os quais dispõem de um prazo máximo de 3 dias para proceder à reintegra dos contentores ao transportador marítimo, no local por este designado. Findo o qual será cobrada aos interessados nas cargas uma taxa de 5 USD por contentor de 20' 7 USD por contentor de 40' e 25 USD por contentor frigorífico, entregues, por cada dia ou fracção do dia que exceder tal período.

31.ª - Enquanto estiver na posse do contentor, propriedade do transportador, o carregador, consignatário ou seu representante legítimo concordam em defender e exonerar a responsabilidade do transportador de todo e qualquer prejuízo, avaria ou despesa, material ou pessoal, sofridos ou incorridos pelo transportador, resultantes da utilização, serviço ou manuseio do contentor.

32.ª - O carregador que procede ao carregamento e estiva do contentor compromete-se a declarar nos documentos de embarque, além dos elementos usuais, o número do contentor, o número do selo, o regime de movimentação (caixa/caixa, caixa/caixa) etc. e, tratando-se de contentor frigorífico, a temperatura recomendada para a conservação do conteúdo.

33.ª - O transportador não tem qualquer responsabilidade pelo funcionamento de contentores frigoríficos que não sejam propriedade sua ou por ele afilhados.

34.ª - O transportador obriga-se a manter o contentor frigorífico em funcionamento no período do transporte marítimo e a temperatura indicada por escrito pelo carregador, não respondendo por avarias que resultem de caso fortuito ou força maior ou de fortuna da viagem.

35.ª - O transportador descobre o estado de conservação das mercadorias acondicionadas pelo carregador nos contentores frigoríficos e reserva-se o direito de responsabilizar o carregador por quaisquer danos sofridos pelos enginhos atribuíveis à maneira deficiente ou imprópria como a carga foi neles estivada.

36.ª - INSTRUÇÕES GOVERNAMENTAIS, GUERRA, EPIDEMIAS, GELO, GREVE - ETC.

a) - O Capitão e o Transportador terão a facilidade de cumprir quaisquer ordens, instruções ou recomendações referentes ao transporte objecto do presente contrato, dadas por qualquer Governo ou Autoridade, ou por qualquer entidade agindo ou pretendendo agir em nome desse Governo ou dessa Autoridade, ou ainda, nos termos do seguro que cobre o navio, o direito de dar tais ordens, instruções e recomendações.

b) - Se parecer que a execução do transporte exporia o navio ou quaisquer mercadorias a bordo ao risco de apreensão, ou dano ou atraso resultantes de guerra ou operações semelhantes, bloqueio, tumultos, revoluções ou pirataria ou qualquer perigo a bordo ao risco de perder a vida ou a sua liberdade ou que qualquer destes riscos aumentou, o Capitão poderá descarregar a carga no porto de carregamento ou em qualquer outro porto seguro e conveniente.

c) - Se parecer que uma epidemia, quarentena, gelo - perturbações afectando a mão-de-obra, impedimento ao trabalho, grevas, "lock-outs", quer sejam a bordo ou em terra - dificuldade no carregamento ou descarregamento, que possam impedir o navio de deixar o porto de carregamento ou de chegar ou entrar no porto de descarga ou de desembarcar nas condições usuais e dali poder partir de novo, em segurança e sem atrasos, o Capitão poderá descarregar a carga no porto de carregamento ou em qualquer outro porto seguro e conveniente.

d) - A descarga efectuada nas condições de presente cláusula, de toda a mercadoria para a qual tenha sido emitido um Conhecimento será considerado como uma execução do contrato. Se, em virtude do exercício de um direito qualquer do artigo de presente cláusula, forem feitas despesas extraordinárias, estas serão pagas pelo Carregador além do frete, juntamente com o frete de volta se houver lugar para isso, assim como uma indemnização razoável por todos os serviços suplementares prestados à mercadoria.

e) - Se uma ou outra das situações indicadas nesta cláusula for previsível ou se por uma tal razão o navio não pode, sem atraso e em segurança, chegar a entrar no porto de carregamento ou se o navio tiver de sofrer reparações, o Transportador poderá cancelar o contrato antes de ser emitido o Conhecimento de Embarque.

f) - O Carregador será informado se possível.

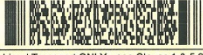
37.ª - Sujeito às cláusulas "Both to Blame Collision Clause" e "Janson Clause". Assim, se este navio abalotar com outra qualquer embarcação e ambos forem considerados culpados, os donos da carga coberta por este conhecimento ficam responsáveis perante esta Empresa pelo reembolso de qualquer importância que esta Empresa ou o navio tenham pago ou venham a pagar a cada embarcação a título de indemnização de prejuízo ou avaria sofridas pela dita carga. Os carregadores obrigam-se, portanto, a segurar as suas cargas contra os riscos correspondentes.

38.ª - Todas as condições aqui anunciadas são extensivas a armazéns e às embarcações de carga e descarga, quer elas sejam ou não estranhas à Empresa transportadora, ficando expressamente atada o regime do contrato de depósito em todos os casos em que a recepção das mercadorias pelo transportador ocorrer antes das operações de embarque no navio, qualquer que seja o local onde tal recepção tenha lugar.

BL

João Soares

See website for large version of the reverse | Ver página Web para términos y condiciones | Смoтpи веб-сайт для ознакомления с обратной стороной | 提单背面的放大版请见网站。 | www.mscedashipco.com

BILL OF LADING No. ORIGINAL		<small>Form of Transport or Combined Transport (see Clause 1)</small>			
NO. & SEQUENCE OF ORIGINAL BL's 1 Of Three		NO. OF RIDER PAGES 0 Zero			
SHIPPER:		CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD) SHIPPER'S LOAD, COUNT AND SEALED FCL/FCL Lloyds/MO Number: LINER OUT			
CONSIGNEE: This BL is not negotiable unless marked "To Order" or "To Order of ..." here.		PORT OF DISCHARGE AGENT: MSC ECUADOR			
NOTIFY PARTIES: (No responsibility shall attach to Carrier or to his Agent for failure to notify - see Clause 14)					
VESSEL AND VOYAGE NO (see Clause 8 & 9)	PORT OF LOADING Sines	PLACE OF RECEIPT: (Combined Transport ONLY - see Clause 1 & 5.2) Bobadela			
BOOKING REF. (or) SHIPPER'S REF. XXXXXXXXXXXXXXXXXX	PORT OF DISCHARGE Guayaquil, Ecuador	PLACE OF DELIVERY: (Combined Transport ONLY - see Clause 1 & 5.2) XXXXXXXXXXXXXXXXXX			
PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE (see Clause 14)					
Container Numbers, Seal Numbers and Marks	Description of Packages and Goods (Continued on attached Bill of Lading Rider page(s), if applicable)	Gross Cargo Weight	Measurement		
20' Dry Van (8/6) Seal Number: STATUS N Tare weight: 2,250 kgs.	20 Pallet(s) of 800 BAGS FREIGHT PREPAID SHIPPED ON BOARD FCL/FCL LINER IN / LINER OUT STATUS "N" Total Items: 20	20,650.000 kgs.			
Total :		20,650.000 kgs.			
FREIGHT & CHARGE: Cargo shall not be delivered unless Freight & Charges are paid (see Clause 16)					<p>RECEIVED by the Carrier in apparent good order and condition (unless otherwise stated herein) the total number or quantity of Containers or other packages or units indicated in the box entitled Carrier's Receipt for carriage subject to all the terms and conditions hereof from the Place of Receipt or Port of Loading to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS BILL OF LADING THE MERCHANT EXPRESSLY ACCEPTS AND AGREES TO ALL THE TERMS AND CONDITIONS, WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS SIDE AND ON THE REVERSE SIDE OF THIS BILL OF LADING AND THE TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE MERCHANT.</p> <p>If this is a negotiable (To Order / of) Bill of Lading, one original Bill of Lading, duly endorsed must be surrendered by the Merchant to the Carrier (together with outstanding Freight and charges) in exchange for the Goods or a Delivery Order. If this is a non-negotiable (straight) Bill of Lading, the Carrier shall deliver the Goods or issue a Delivery Order (after payment of outstanding Freight and charges) against the surrender of one original Bill of Lading or in accordance with the national law at the Port of Discharge or Place of Delivery whichever is applicable.</p> <p>IN WITNESS WHEREOF the Carrier or their Agent has signed the number of Bills of Lading stated at the top, all of this tenor and date, and whenever one original Bill of Lading has been surrendered all other Bills of Lading shall be void.</p> <p style="text-align: center;">ACTUALLY SHIPPED ON BOARD SIGNED BY MEDITERRANEAN SHIPPING COMPANY S.A.</p> <p>SIGNED on behalf of the Carrier by Mediterranean Shipping Company S.A. by Mediterranean Shipping Company (Portugal) As Agent</p>
FREIGHT & CHARGES	BASIS	RATE	PREPAID	COLLECT	
DECLARED VALUE (Only applicable if Ad Valorem charges paid - see Clause 7.3) XXXXXXXXXXXXXXXXXX		CARRIER'S RECEIPT (No. of Cntrs or Pkgs rcvd by Carrier - see Clause 14.1) 1 cntr			
PLACE AND DATE OF ISSUE		SHIPPED ON BOARD DATE			

BL

CONTRACT OF CARRIAGE

Contract of Carriage continued from the front page.

1. DEFINITIONS
The following definitions shall apply in this Bill of Lading.
Carrier: means MCL Mediterranean Shipping Company S.A.
COGSA: means the U.S. Carriage of Goods by Sea Act, 1924
Combined Transport: arises if the Carrier has indicated a Place of Receipt and/or a Place of Delivery on the front cover in the relevant spaces. Combined Transport consists of a Port-to-Port carriage and Inland Transport.
Container: includes any container, trailer, transportable tank, flat or pallet, or any similar article used to contain Goods and any component or accessory equipment.
Freight: includes the freight and all charges, costs and expenses whatsoever payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading, including storage and demurrage.
Goods: includes the whole or any part of the cargo carried under this Bill of Lading, including any packing or packaging materials and Merchant owned or leased Containers.
Hague Rules: means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 with the express exclusion of Article 8.
Hague-Visby Rules: means the provisions of The Hague Rules 1924 as Amended by the Protocol

Lading and all relevant charges paid in that case, the amount of the Declared Value shall be substituted for the limits provided in this Bill of Lading. Any partial loss or damage shall be adjusted pro rata on the basis of such Declared Value.
7.6 Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any liability protection, defence, exemption or limitation of liability authorized by any applicable law, statute or regulations of any country to which would have been applicable in the absence of any of the terms set out in this Bill of Lading. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the carrier of the Goods.
7.7 When any claim is paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchant against any third party. The Merchant shall sign a subrogation receipt, release and indemnify immediately when requested by the Carrier.

8. SCOPE OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES
The scope of voyage herein contracted for may or may not include usual or customary or advertised ports of call whether named in this Bill of Lading contract or not and may include transport of the Goods to or from any facilities used by the Carrier as part of the carriage, including but not limited to off-dock storage. The Carrier does not promise or undertake to load, carry or discharge the Goods on or by any

re-packing, detention, destruction or delay. The Carrier shall be entitled to recover from the Merchant all charges, fees, costs, losses and expenses, including reasonable legal expenses and costs resulting from such action, including but not limited to any detention, demurrage and storage charges for the Goods until the Container.
14.9 The Carrier allows a period of free time for the use of the Containers and other equipment in accordance with the Tariff and as advised by the usual MSC agent or the Ports of Loading and Discharge. Free time commences from the day the Container and other equipment is collected by the Merchant as indicated on the Mate Receipt or is delivered to the Place of Delivery as the case may be. The Merchant is required and has the responsibility to return to a place nominated by the Carrier the Container and other equipment before or at the end of the free time allowed at the Port of Discharge or the Place of Delivery. Demurrage, per dem and detention charges will be levied and payable by the Merchant in accordance with the Tariff.
14.9 The Merchant shall remain, to a place nominated by the Carrier, the Containers and other equipment in the good order and condition, unobstructed, empty, clean and with all fittings installed by the Merchant removed and without any rubbish, damage or other debris inside. The Merchant shall be liable to indemnify the Carrier for any and all costs incurred in respect of Containers and other equipment not returned in the condition as specified above, including the

5.2 Combined Transport – The Carrier's liability for Combined Transport shall be as follows:

5.2.1 Where the loss or damage occurred during the Port-to-Port section of the carriage, the liability of the Carrier is in accordance with clause 5.1 above.

5.2.2 Where the loss or damage occurred during Inland Transport, the liability of the Carrier shall be determined:

(a) by the provisions contained in any international convention, national law or regulation applicable to the means of transport utilized, if such convention, national law or regulation would have been compulsorily applicable in the case where a separate contract had been made in respect to the particular stage of transport concerned, or

(b) where no international convention, national law or regulation would have been compulsorily applicable, by the contract of carriage issued by the Subcontractor carrier for that stage of transport, including any limitations and exceptions contained therein, which contract the Merchant and the Carrier adopt and incorporate by reference, it being agreed that the Carrier's rights and liabilities shall be the same as those of the Subcontractor carrier, but in no event whatsoever shall the Carrier's liability exceed GBP 100 sterling legal tender per package, or

(c) if any court shall determine that no international convention, national law or regulation would have been compulsorily applicable and that the Carrier may not determine its liability, if any, by reference to the applicable Subcontractor's contract of carriage or where said Subcontractor carrier does not have a contract of carriage, then it is contractually agreed as between the Merchant and the Carrier that the Carrier's liability shall be determined as if the loss and/or damage complained of occurred during the Port-to-Port section of carriage as provided at 5.1 above, but in no event whatsoever shall the Carrier's liability exceed GBP 100 sterling legal tender per package.

(d) If the place of loss or damage cannot be established by the Merchant, then the loss or damage shall be presumed to have occurred during the Port-to-Port section of carriage and the Carrier's liability shall be determined as provided at 5.1 above.

5.2.3 Any transport that the Carrier arranges for the Merchant which is not part of the carriage under this Bill of Lading is done under the Merchant's own responsibility, time, risk and expense and the Carrier acts as agent only for the Merchant.

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CONTRACT OF CARRIAGE

Contract of Carriage continued from the front page.

1. DEFINITIONS
The following definitions shall apply in this Bill of Lading.
Carrier means MSC Mediterranean Shipping Company S.A.
COGSA means the U.S. Carriage of Goods by Sea Act, 1924.
Combined Transport means if the Carrier has indicated a Place of Receipt and/or a Place of Delivery on the front hereof in the relevant spaces, Combined Transport consists of a Port-to-Port Carriage and Inland Transport.
Container includes any container, trailer, transportable tank, flat or pallet, or any similar article used to contain Goods and any dunnage or accessory equipment.
Freight includes the freight and all charges, costs and expenses whatsoever payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading, including storage, on demurrage and demurrage.
Goods includes the whole or any part of the cargo carried under this Bill of Lading, including any accessories or packaging materials and equipment owned or leased by the Carrier.
Hague Rules means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at The Hague on 25 August 1924 with the express exclusion of Article 8.
Hague-Visby Rules means the provisions of The Hague Rules 1924 as Amended by the Protocol

Lading and all relevant charges paid in that case, the amount of the Declared Value shall be substituted for the limits provided in this Bill of Lading. Any partial loss or damage shall be adjusted pro rata on the basis of such Declared Value.
7.4 Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any liability or protection, defence, exemption or limitation of liability, authorized by any applicable laws, statutes or regulations of any country in which it shall have been stipulated in the declaration of any of the bills of lading under this Bill of Lading. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the carrier of the Goods.
7.5 When any claim is paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated by all rights of the Merchant against any third party. The Merchant shall sign a subrogation receipt, release and indemnify immediately when requested by the Carrier.

8. SCOPE OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES
The scope of voyage herein contracted for may or may not include usual or customary or advertised ports of call other than those specified in this Bill of Lading and may include transhipment of the Goods to or from any facilities used by the Carrier as part of the carriage, including but not limited to off-dock storage. The Carrier does not promise or undertake to load, carry or discharge the Goods on or by any

re-packing, detention, destruction or delay. The Carrier shall be entitled to recover from the Merchant all charges, fines, costs, losses and expenses, including reasonable legal expenses and costs resulting from such action, including but not limited to any detention, demurrage and storage charges for the Goods and/or the Container.
14.9 The Carrier allows a period of free time for the use of the Containers and other equipment in accordance with the Tariff and as advised by the usual MSC agent at the Ports of Loading and Discharge. Free time commences from the day the Container and other equipment is collected by the Merchant or its designee from the Vessel or is delivered to the Place of Delivery as the case may be. The Merchant is required and has the responsibility to return to a place nominated by the Carrier the Container and other equipment before or at the end of the free time allowed at the Port of Discharge or the Place of Delivery. Demurrage, per dem and detention charges will be levied and payable by the Merchant hereunder in accordance with the Tariff.
14.9 The Merchant shall deliver to a place nominated by the Carrier the Containers and other equipment in like good order and condition, unobscured, empty, clean, free, cleared and with all fittings retained by the Merchant removed and without any rubbish, damage or other debris inside. The Merchant shall be liable to indemnify the Carrier for any and all costs incurred in respect of Containers and other equipment not returned in the condition as specified above, including the

7. COMPENSATION AND LIABILITY PROVISIONS

7.1 Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the invoice value of the Goods, plus Freight and insurance if paid. If there is no invoice value of the Goods or if any such invoice is not bona fide, such compensation shall be calculated by reference to the market value of such Goods at the place and time they are delivered or should have been delivered to the Merchant. The market value of the Goods shall be fixed according to the current market price, by reference to the normal value of goods of the same kind and/or quality.

7.2 Save as is provided in clause 7.3:

7.2.1 (a) If and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Bill of Lading by virtue of clauses 5.1, 5.2.1 or 5.2.2 (c) or (d) or otherwise, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event whatsoever exceed the amounts provided in the Hague Rules or Hague-Visby Rules, whichever are compulsorily applicable.

(b) If and to the extent the Hague Rules apply only contractually pursuant to clause 5, the Carrier's maximum liability shall in no event whatsoever exceed GBP 100 sterling lawful currency per package or unit.

7.2.2 Where COGSA applies by virtue of clause 6, neither the Carrier nor the Vessel shall in any event be or become liable in an amount exceeding US\$500 per package or per customary freight unit.

7.3 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods. Higher compensation than that provided in this Bill of Lading may be claimed only when, with the written confirmation of the Carrier, the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated by the Carrier in the box marked "Declared Value" on the front of this Bill of


Bill of Lading by virtue of clauses 5.1, 5.2.1 or 5.2.2 (c) or (d) or otherwise, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event whatsoever exceed the amounts provided in the Hague Rules or Hague-Visby Rules, whichever are compulsorily applicable. If no such provision is made in the applicable Rules, the Carrier's maximum liability shall in no event whatsoever exceed GBP 100 sterling lawful currency per package or unit.
7.2.2 Where COGSA applies by virtue of clause 6, neither the Carrier nor the Vessel shall in any event be or become liable in an amount exceeding US\$500 per package or per customary freight unit.
7.3 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods. Higher compensation than that provided in this Bill of Lading may be claimed only when, with the written confirmation of the Carrier, the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated by the Carrier in the box marked "Declared Value" on the front of this Bill of Lading and all relevant charges paid in that case, the amount of the Declared Value shall be substituted for the limits provided in this Bill of Lading. Any partial loss or damage shall be adjusted pro rata on the basis of such Declared Value.
7.4 Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any liability or protection, defence, exemption or limitation of liability, authorized by any applicable laws, statutes or regulations of any country in which it shall have been stipulated in the declaration of any of the bills of lading under this Bill of Lading. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the carrier of the Goods.
7.5 When any claim is paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated by all rights of the Merchant against any third party. The Merchant shall sign a subrogation receipt, release and indemnify immediately when requested by the Carrier.
8. SCOPE OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES
The scope of voyage herein contracted for may or may not include usual or customary or advertised ports of call other than those specified in this Bill of Lading and may include transhipment of the Goods to or from any facilities used by the Carrier as part of the carriage, including but not limited to off-dock storage. The Carrier does not promise or undertake to load, carry or discharge the Goods on or by any circumstances whatsoever increase the Carrier's liability under this Bill of Lading, and the Merchant agrees to indemnify the Carrier for any increased liability so caused, including reasonable legal expenses and costs.
14.8 The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear any and all duties, taxes, fees, charges, expenses or losses (including without limitation to the generality of the foregoing) for any additional carriage undertaken, incurred or suffered by reason thereof, or by reason of any delay, impediment or insufficient declaration, marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof, including reasonable legal expenses and costs.
14.7 If by order of the authorities at any place, Goods are detained and/or seized and/or a Container has to be opened for the Goods to be inspected for any reason whatsoever, including but not limited to a breach or infringement of a trademark, patent or other intellectual property right, the Carrier will not be liable for any loss or damage whatsoever incurred as a result of any opening, inspection, impoundment, seizure and special charges (where applicable), if required, in connection with the Goods, Shippers, Consignees or owners of the Goods to the Carrier before delivery.
22. SEPARABILITY AND VARIATION OF TERMS, FINAL CONTRACT
The terms of this Bill of Lading shall be separable and, if any term or provision hereof or of any part of any term or provision shall be invalid to any extent, it shall be severed to that extent, but no further and such severance shall not affect the validity or enforceability of any other term or provision hereof. This Bill of Lading is the final contract between the parties which supersedes any prior agreement or understanding, whether in writing or verbal, even when this Bill of Lading has been issued pursuant to another contract between the Merchant and the Carrier, when such other contract and this Bill of Lading shall be construed together. This Bill of Lading and its terms and conditions may not be changed orally.
Standard edition - 01/2013

João Soares

See website for large version | Ver página Web para términos y condiciones | Смотрте веб-сайт для ознакомления с условиями и положениями | 提单条款和条件详见网站 | www.msccg.ch

BL

Consignor

FBL **DK**
NEGOTIABLE FIATA
MULTIMODAL TRANSPORT
BILL OF LADING 
Issued subject to UNCTAD/ICC Rules for
Multimodal Transport Documents (ICC Publication 481).

Consigned to order of

Notify address

Place of receipt

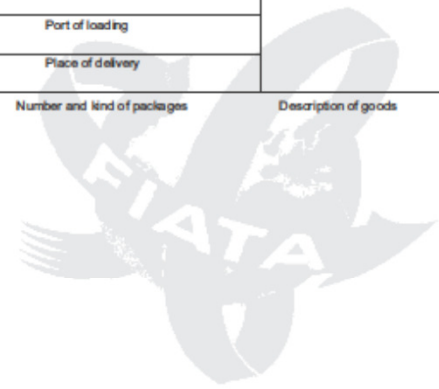
Ocean vessel

Port of loading

Port of discharge

Place of delivery

Marks and numbers	Number and kind of packages	Description of goods	Gross weight	Measurement
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according to the declaration of the consignor

Declaration of interest of the consignor
in timely delivery (Clause 6.2.)

Declared value for ad valorem rate according to
the declaration of the consignor (Clauses 7 and 8).

The goods and instructions are accepted and dealt with subject to the Standard Conditions printed overleaf.

Taken in charge in apparent good order and condition, unless otherwise noted herein, at the place of receipt for transport and delivery as mentioned above.
One of these Multimodal Transport Bills of Lading must be surrendered duly endorsed in exchange for the goods. In Witness whereof the original Multimodal Transport Bills of Lading all of this tenor and date have been signed in the number stated below, one of which being accomplished the other(s) to be void.

Freight amount	Freight payable at	Place and date of issue
Cargo Insurance though the undersigned <input type="checkbox"/> not covered <input type="checkbox"/> Covered according to attached Policy	Number of Original FBL's	Stamp and Signature
For delivery of goods please apply to:		

João Soares

Standard Conditions (1992) governing the FIATA MULTIMODAL TRANSPORT BILL OF LADING

Definitions

- **Freight Forwarder**-means the Multimodal Transport Operator who issues this FBL and is named on the face of it and assumes liability for the performance of the multimodal transport contract as a carrier.
- **Merchant**-means and includes the Shipper, the Consignor, the Consignee, the Holder of this FBL, the Receiver and the Owner of the Goods.
- **Consignee**-means the person who concludes the multimodal transport contract with the Freight Forwarder.
- **Consignee**-means the person entitled to receive the goods from the Freight Forwarder.
- **Taken in charge**-means that the goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in this FBL.
- **Goods**-means any property including live animals, containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder, irrespective of whether such property is to be or is carried on or under deck.

1. Applicability

Notwithstanding the heading -FIATA Multimodal Transport Bill of Lading (FBL)-these conditions shall also apply if only one mode of transport is used.

2. Issuance of this FBL

2.1. By issuance of this FBL the Freight Forwarder

- a) undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in this FBL) to the place of delivery designated in this FBL;

- b) assumes liability as set out in these conditions.

2.2. Subject to the conditions of this FBL, the Freight Forwarder shall be responsible for the acts and omissions of his servants or agents acting within the scope of their employment, or any other person of whose services he makes use for the performance of the contract evidenced by this FBL, as far as such acts and omissions were his own.

3. Negotiability and title to the goods

3.1. This FBL is issued in a negotiable form unless it is marked -non negotiable-. It shall constitute title to the goods and the holder, by endorsement of this FBL, shall be entitled to receive or to transfer the goods herein mentioned.

3.2. The information in this FBL shall be prima facie evidence of the taking in charge by the Freight Forwarder of the goods as described by such information unless a contrary indication, such as -shipper's weight, load and count-, -shipped-in-packed containers, has been made in the printed text or superimposed on this FBL. However, proof to the contrary shall not be admissible when the FBL has been transferred to the consignee for valuable consideration who in good faith has relied and acted thereon.

4. Dangerous goods and indemnity

4.1. The Merchant shall comply with rules which are mandatory according to the national law or by reason of International Convention, relating to the carriage of goods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if needed, the precautions to be taken.

4.2. If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation to the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto.

The burden of proving that the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the Merchant.

4.3. If any goods shall become a danger when they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising therefrom.

5. Description of Goods and Merchant's Packing and Inspection

5.1. The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the goods were taken in charge by the Freight Forwarder, of the particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the goods, as furnished by him or on his behalf for insertion on the FBL. The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars.

The Consignor shall remain liable even if the FBL has been transferred by him. The right of the Freight Forwarder to such an indemnity shall in no way limit his liability under this FBL to any person other than the Consignor.

5.2. The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.

6. Freight Forwarder's Liability

6.1. The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the time the Freight Forwarder has taken the goods in charge to the time of their delivery.

6.2. The Freight Forwarder shall be liable for loss of or damage to the goods as well as for delay in delivery if the occurrence which caused the loss or damage took place while the goods were in his charge as defined in Clause 2.1, unless the Freight Forwarder proves that as a fault or neglect of his own, his servants or agents or any other person referred to in Clause 2.2, has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder and stated in this FBL.

6.3. Arrival times are not guaranteed by the Freight Forwarder. However, delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which would be reasonable to require of a diligent Freight Forwarder, having regard to the circumstances of the case.

6.4. If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 6.3, the claimant may, in the absence of evidence to the contrary, treat the goods as lost.

6.5. When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a -e of the present clause, it shall be presumed that it was so caused, unless provided, however, that the claimant shall be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events:

- a) an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the goods in charge;
- b) insufficiency or defective condition of the packaging or marks and/or numbers;
- c) handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;
- d) inherent vice of the goods;
- e) strike, lockout, stoppage or restraint of labour.

6.6. Defences for carriage by sea or inland waterways

Notwithstanding Clauses 6.2, 6.3, and 6.4, the Freight Forwarder shall not be liable for loss, damage or delay in delivery with respect to goods carried by sea or inland waterways when such loss, damage or delay during such carriage has been caused by:

- a) act, neglect, or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship;
- b) fire, unless caused by the actual fault or privity of the carrier; however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship, the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

7. Paramount Clauses

7.1. These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of international contract evidenced by this FBL.

7.2. The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where they are already in force the Hague-Visby Rules contained in the Protocol of Brussels, dated 23rd February 1968, as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all goods whether carried on deck or under deck.

7.3. The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the carriage of goods by sea, whether on deck or under deck, insofar as it is applicable to this FBL, or would be applicable but for the goods being carried on deck in accordance with a statement on this FBL.

8. Limitation of Freight Forwarder's Liability

8.1. Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this FBL, they should have been delivered.

8.2. The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of goods of the same name and quality.

8.3. Subject to the provisions of subclauses 8.4. to 8.9. inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FBL by him, then such declared value shall be the limit.

8.4. Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the FBL as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.

8.5. Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the goods lost or damaged.

8.6. a) When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.

b) Unless the nature and value of the goods shall have been declared by the Merchant and inserted in this FBL, and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed US\$ 500 per package or, in the case of goods not shipped in packages, per customary freight unit.

8.7. If the Freight Forwarder is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this FBL.

8.8. The aggregate liability of Freight Forwarder shall not exceed the limits of liability for total loss of the goods.

8.9. The Freight Forwarder is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the Freight Forwarder done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

9. Applicability to Actions in Tort

These conditions apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this FBL, whether the claim be founded in contract or in tort.

10. Liability of Servants and Other Persons

10.1. These conditions apply whenever claims relating to the performance of the contract evidenced by this FBL are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and of such servants, agents or other persons shall not exceed the limits in clause 8.

10.2. In entering into this contract as evidenced by this FBL, the Freight Forwarder, to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or deemed to be parties to this contract.

10.3. However, if it is proved that the loss of or such loss or damage to the goods resulted from a personal act or omission of such a person referred to in Clause 10.1, done with intent to cause damage, or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in Clause 8.

10.4. The aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in Clauses 2.2. and 10.1. shall not exceed the limits provided for in these conditions.

Method and Route of Transportation

Without notice to the Merchant, the Freight Forwarder has the liberty to carry the goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, storage, stowage and transportation of the goods.

12. Delivery

12.1. Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this FBL, or when the goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.

12.2. The Freight Forwarder shall also be entitled to store the goods at the sole risk of the Merchant, and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.

12.3. At any time the carriage under this FBL is or is likely to be affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in Clause 2.2, and which cannot be avoided by the exercise of reasonable endeavours the Freight Forwarder may:

abandon the carriage of the goods under this FBL, and, where reasonably possible, place the goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such goods shall cease.

In any event, the Freight Forwarder shall be entitled to full freight under this FBL, and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

13. Freight and Charges

13.1. Freight shall be paid in cash, without any reduction or deferment on account of any claim, counter-claim or set-off, whether prepaid or payable at destination.

Freight shall be considered as earned by the Freight Forwarder at the moment when the goods have been taken in his charge, and not to be returned in any event.

13.2. Freight and other amounts mentioned in this FBL are to be paid in the currency named in this FBL or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this FBL.

13.3. All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant.

Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder.

13.4. The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for detention or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

13.5. The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the figure charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Freight Forwarder for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on this FBL as freight payable.

13.6. Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this FBL, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

14. Lien

The Freight Forwarder shall have a lien on the goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

15. General Average

The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

16. Notice

16.1. Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the Freight Forwarder when the goods are delivered to the consignee in accordance with clause 12, such handling over is prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this FBL.

16.2. Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the goods were delivered to the consignee in accordance with clause 12.

17. Time bar

The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 9 months after the delivery of the goods, or the date when the goods should have been delivered, or the date when in accordance with clause 6.4, failure to deliver the goods would give the consignee the right to treat the goods as lost.

18. Partial Invalidity

If any clause or a part thereof is held to be invalid, the validity of this FBL and the remaining clauses or a part thereof shall not be affected.

19. Jurisdiction and applicable law

Actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this FBL and shall be decided according to the law of the country in which that place of business is situated.

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6.6. Defences for carriage by sea or inland waterways

Notwithstanding Clauses 6.2., 6.3. and 6.4. the Freight Forwarder shall not be liable for loss, damage or delay in delivery with respect to goods carried by sea or inland waterways when such loss, damage or delay during such carriage has been caused by:

- act, neglect, or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship,
- fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from seaworthiness of the ship, the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

and acted thereon.

4. Dangerous Goods and Indemnity

4.1. The Merchant shall comply with rules which are mandatory according to the national law or by reason of International Convention, relating to the carriage of goods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken.

4.2. If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto.

The burden of proving the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the Merchant.

4.3. If any goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising therefrom.

5. Description of Goods and Merchant's Packing and Inspection

5.1. The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the goods were taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the goods, as furnished by him or on his behalf for insertion on the FBL. The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars.

The Consignor shall remain liable even if the FBL has been transferred by him.

5.2. The right of the Freight Forwarder to such an indemnity shall in no way limit his liability under this FBL to any person other than the Consignor.

5.2. The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.

6. Freight Forwarder's Liability

6.1. The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the time the Freight Forwarder has taken the goods in his charge to the time of their delivery.

6.2. The Freight Forwarder shall be liable for loss of or damage to the goods as well as for delay in delivery if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in Clause 2.1, unless the Freight Forwarder proves that the fault or neglect of his own, his servants or agents or any other person referred to in Clause 2.2. has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder and stated in this FBL.

6.3. Arrival times are not guaranteed by the Freight Forwarder. However, delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which would be reasonable to require of a diligent Freight Forwarder, having regard to the circumstances of the case.

6.4. If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 6.3., the claimant may, in the absence of evidence to the contrary, treat the goods as lost.

6.5. When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a - e of the present clause, it shall be presumed that it was so caused, always provided, however, that the claimant shall be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events:

- an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the goods in charge;
- insufficiency or defective condition of the packaging or marks and/or numbers;
- handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;
- inherent vice of the goods;
- strike, lockout, stoppage or restraint of labour.

6.6. Defences for carriage by sea or inland waterways

Notwithstanding Clauses 6.2., 6.3. and 6.4. the Freight Forwarder shall not be liable for loss, damage or delay in delivery with respect to goods carried by sea or inland waterways when such loss, damage or delay during such carriage has been caused by:

- act, neglect, or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship,
- fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship, the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

7. Paramount Clauses

7.1. These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of international conventions which are applicable to the contract evidenced by this FBL.

7.2. The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where they are already in force the Hague-Visby Rules contained in the Protocol of Brussels, dated 23rd February 1968, as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all goods whether carried on deck or under deck.

7.3. The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the carriage of goods by sea, whether on deck or under deck, and where applicable the FBL or would be applicable but for the goods being carried on deck in accordance with a statement on this FBL.

8. Limitation of Freight Forwarder's Liability

8.1. Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this FBL, they are deemed to have been delivered.

8.2. The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of goods of the same name and quality.

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this FBL are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and of such servants, agents or other persons shall not exceed the limits in clause 8.

10.2. In entering into this contract as evidenced by this FBL, the Freight Forwarder, to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract.

10.3. However, if it is proved that the loss of or such loss or damage to the goods resulted from a personal act or omission of such a person referred to in Clause 10.1., done with intent to cause damage, or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in Clause 8.

10.4. The aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in Clauses 2.2. and 10.1. shall not exceed the limits provided for in these conditions.

11. Method and Route of Transportation

Without notice to the Merchant, the Freight Forwarder has the liberty to carry the goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the goods.

12. Delivery

12.1. Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this FBL, or when the goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.

12.2. The Freight Forwarder shall also be entitled to store the goods at the sole risk of the Merchant, and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.

12.3. At any time the carriage under this FBL is or is likely to be affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in Clause 2.2., and which cannot be avoided by the exercise of reasonable endeavours the Freight Forwarder may:

abandon the carriage of the goods under this FBL, and, where reasonably possible, place the goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such goods shall cease.

In any event, the Freight Forwarder shall be entitled to full freight under this FBL and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

13. Freight and Charges

13.1. Freight shall be paid in cash, without any reduction or deferment on account of any claim, counter-claim or set-off, whether prepaid or payable at destination.

Freight shall be considered as earned by the Freight Forwarder at the moment when the goods have been taken in his charge, and not to be returned in any event.

13.2. Freight and other amounts mentioned in this FBL are to be paid in the currency named in this FBL and, in the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this FBL.

13.3. All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant.

Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder.

13.4. The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

13.5. The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the figure charged, or to double the correct figure less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Freight Forwarder for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on this FBL as freight payable.

13.6. Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this FBL, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

14. Lien

The Freight Forwarder shall have a lien on the goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

15. General Average

The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

16. Notice

16.1. Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the Freight Forwarder when the goods are delivered to the consignee in accordance with clause 12, such handing over is prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this FBL.

16.2. Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the goods were delivered to the consignee in accordance with clause 12.

17. Time bar

The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 9 months after the delivery of the goods, or the date when the goods should have been delivered, or the date when in accordance with clause 6.4. failure to deliver the goods would give the consignee the right to treat the goods as lost.

18. Partial Invalidity

If any clause or a part thereof is held to be invalid, the validity of this FBL and the remaining clauses or a part thereof shall not be affected.

19. Jurisdiction and applicable law

Actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this FBL and shall be decided according to the law of the country in which that place of business is situated.

Definitions

- "Freight Forwarder" means the Multimodal Transport Operator who issues this FBL and is named on the face of it and assumes liability for the performance of the multimodal transport contract as a carrier.
- "Merchant" means and includes the Shipper, the Consignor, the Consignee, the Holder of this FBL, the

8. Limitation of Freight Forwarder's Liability

8.1. Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this FBL, they should have been so delivered.

8.2. The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of goods of the same name and quality.

8.3. Subject to the provisions of subclauses 8.4. to 8.9. inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FBL by him, then such declared value shall be the limit.

8.4. Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the FBL as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.

8.5. Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the goods lost or damaged.

8.6. a) When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.

b) Unless the nature and value of the goods shall have been declared by the Merchant and inserted in this FBL, and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed US\$ 500 per package or, in the case of goods not shipped in packages, per customary freight unit.

8.7. If the Freight Forwarder is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this FBL.

8.8. The aggregate liability of Freight Forwarder shall not exceed the limits of liability for total loss of the goods.

8.9. The Freight Forwarder is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the Freight Forwarder done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

8.3. Subject to the provisions of subclauses 8.4. to 8.9. inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FBL by him, then such declared value shall be the limit.

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Freight Forwarder shall not exceed the limits of liability for total loss of the goods. The aggregate liability of Freight Forwarder shall not exceed the limits of liability for total loss of the goods.

to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the Freight Forwarder done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

aims against the Freight Forwarder relating to the performance of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.

Persons who are or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FBL by him, then such declared value shall be the limit.

er claims relating to the performance of the contract evidenced by a bill of lading, receipt or other document (including any independent document) issued by the Freight Forwarder and of such servants, agents or independent contractors as are or deemed to be parties to this contract.

is evidenced by this FBL, the Freight Forwarder, to the extent of these limits, shall be liable for any loss of or damage to the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FBL by him, then such declared value shall be the limit.

of or such loss or damage to the goods resulted from a personal act or omission of the Freight Forwarder done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result, such person shall not be entitled to the benefit of the limitation of liability.

recoverable from the Freight Forwarder and the persons referred to in clause 8.9. shall not exceed the limits provided for in these conditions.

Freight Forwarder has the liberty to carry the goods on or under the contract, by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the goods lost or damaged.

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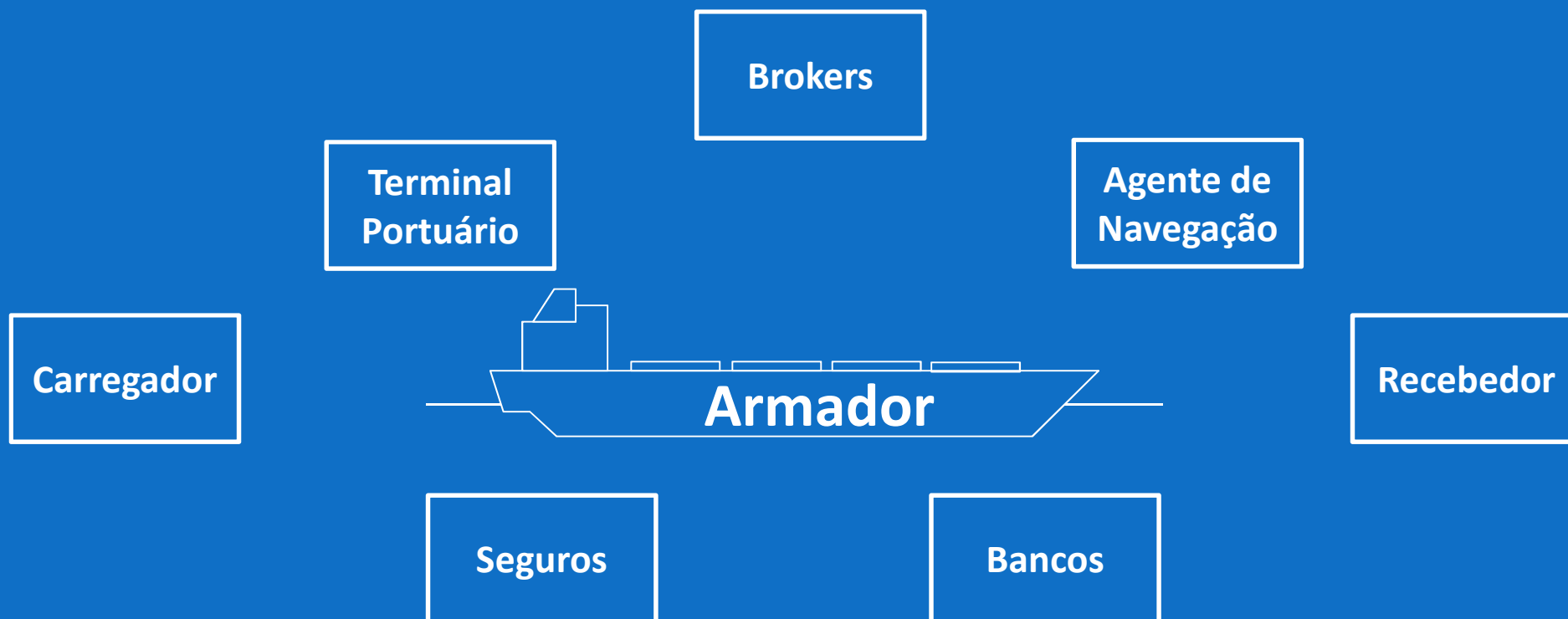
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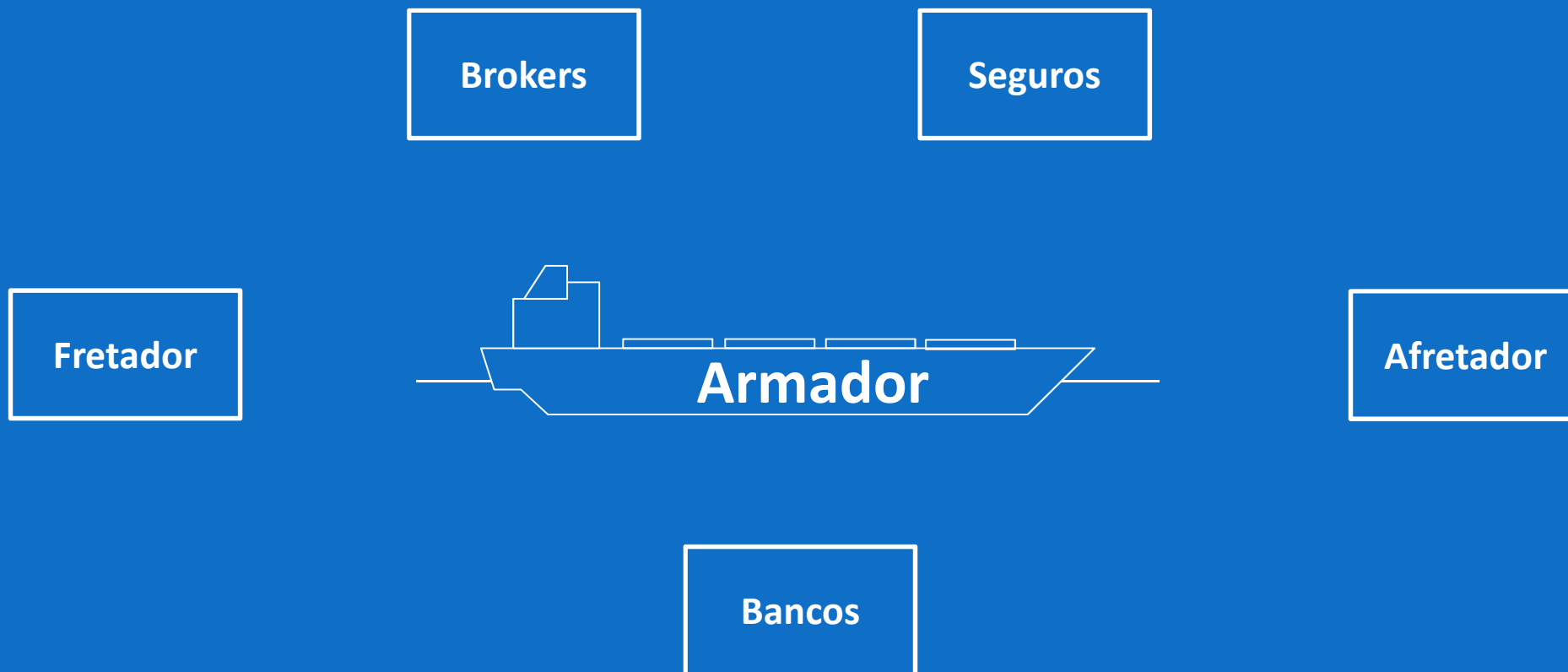
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Os vários intervenientes no fretamento à viagem



Os vários intervenientes no fretamento a tempo



Linguagem Própria

Fretamento à Viagem

Cargo: Grey Portland cement, 50 kgs PP bags 40 bags in one hugely bag.
Volume: 20,000-25,000mt per shipment, 100,000mt per month, 12 month consignment cargo. Contract since Apr 2007 to Mar 2008

POL: Tangshan port China (port of Jingtang China), 1spsbaaaa

POD: Kakinada port India EC, Latitude 16°56' N Longitude 82°15'E, 1 spsbaasa

LOAD/DISCH RATE: 8.000MT PWWD SSHEX / 2.000MT PWWD FHINC

Laycan: April 2007, request owner before 30 days in advice for delivery L/C

Freight USD \$\$,\$\$ in FIOS Bss

- 100% Freight to be paid to the shipowners nominate bank account within three banking days upon completion of loading signing and releasing , BS/L to be marked freight payable as per charter party
- owner agent at bends
- dem/desp if any..... working time saved bends
- arbitration if any in Hongkong and English law to Apply
- Otherwise as per gencon C/P 1994
- Commission 2.5%

Linguagem Própria

Fretamento a tempo

Vessel to be placed at the disposal of Charterers at TIP Lisbon between 27th and 28th March ATNDSATSHINC. Owners to give 72/48/24 hours delivery notice to Charterers

Vessel to be redelivered in like good order and condition, ordinary wear and tear excepted, to the Owners (unless lost) at Leixões, upon completion of discharge ATNDSATSHINC. Charteres to give 72/48/24 hours redelivery notice to Owners.

or

Vessel to be redelivered in like good order and condition, ordinary wear and tear excepted, to the Owners (unless lost) at Leixões, DOP ATNDSATSHINC. Charteres to give 72/48/24 hours redelivery notice to Owners.

Temas para Reflexão e Debate

Os contratos de Transporte

Os documentos envolvidos

O papel de cada um dos intervenientes, suas responsabilidades e limitações de responsabilidade

Os contratos de transporte e a Alfândega

Cartas de crédito, sua ligação e importância na elaboração de um contrato de transporte

Objectivos

Debater o tema de uma forma técnica, profissional e construtiva, colocando no centro do debate vários dos intervenientes neste tipo de negócios e operações.

Enquadrar as responsabilidades e dificuldades de cada um dos intervenientes, directa ou indirectamente ligados aos contratos de transporte

Identificar os problemas habituais e recorrentes dos contratos de transporte e forma de os precaver ou evitar (pitfalls ou armadilhas)

Evolução futura da emissão dos contratos de transporte, utilizando as novas tecnologias de comunicação e transmissão de dados

Reconhecimento da importância do conhecimento e da formação específica nesta área de negócio que utiliza uma linguagem e terminologia própria

A interligação dos contratos de transporte com a compra ou venda das mercadorias (INCOTerms/CIF/FOB)

Alguns dos intervenientes

Advogado especializado em Direito Marítimo

Sandra Aires – Interface Legal

Armador Linha Regular

Fernando Grego – Mutualista Açoreana SA

Armador Bulk/Tramping

Vitor Brito - Portline

Broker

Manuel Costa – Arkon Shipping

Transitário

Transitex/SDV

Agente de Navegação Linha Regular

João Silva - Navex

Agente de Navegação Tramping

João Gerales - Navex

Carregador/Recebedor

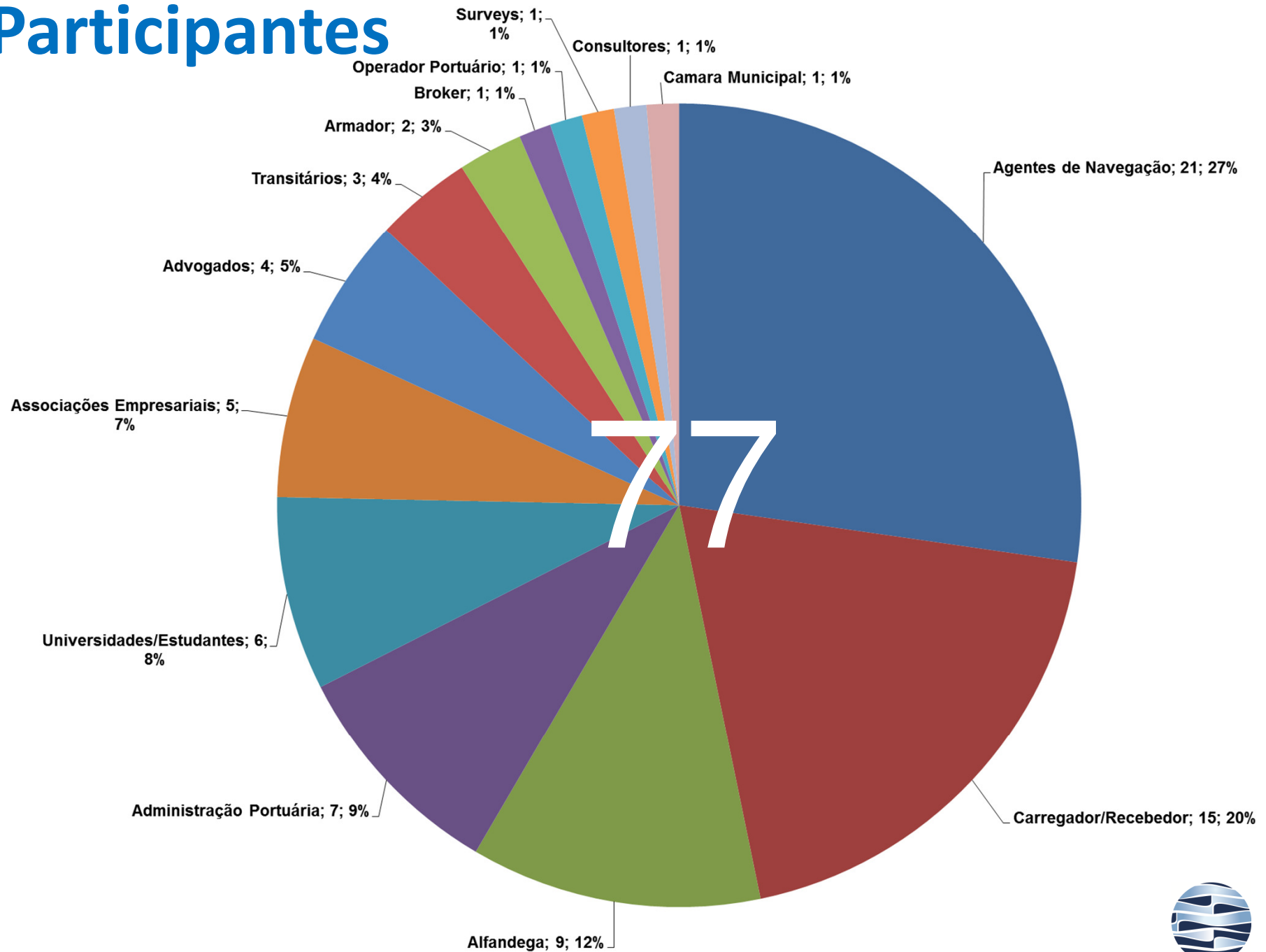
Ferreira da Silva – Somincor/Lundin Mining

Portucel/Secil/Celbi/EDP/Fapricela/Bunge

Operador Portuário/Concessionário Terminal portuário

Carlos Santos - Sadoport

Participantes



3º Workshop AGEPOR

Os Contratos de Transporte



AGEPOR

Setúbal, 27/09/2013